

## GENERAL CONDITIONS OF SALE

### Article 1: OFFERS

1.1 Offers from Diamond Europe s.a. (hereinafter called "D.E.") are always subject to modification and are without any commitment on its part as regards the availability of equipment and price changes. The latter may be modified until the contract between the parties is concluded. The equipment offered is intended for professional use.

### Article 2: ORDERS

- 2.1 The order placed by the purchaser is not final until it is accepted by D.E. It is only when this acceptance is confirmed that the contract between the parties is concluded.
- 2.2 The order is irrevocable by the purchaser and may not be cancelled by the latter in any circumstances, even before acceptance by D.E.
- 2.3 Placing an order implies acceptance of all our general conditions of sale.
- 2.4 When placing the order, the purchaser shall make a down payment of 40% of the total order.

### Article 3: DELIVERIES

- 3.1 Delivery date: the delivery date given by D.E. is for guidance only; it is not binding and failure to meet it shall not give any entitlement to compensation or cancellation of the order. The purchaser is obliged to agree to his order being delivered in several consignments.
- 3.2 Place of delivery: all sales are deemed to have been made at the registered place of business of D.E.
- 3.3 Time of delivery: delivery is deemed to have been made when the equipment leaves the warehouses of D.E.
- 3.4 Unloading: the ground floor of the address indicated on the order form is deemed to be the place of unloading. If access is impossible, unloading shall take place outside the main door. All additional handling, rental or transport costs shall be chargeable to the purchaser.
- 3.5 Conformity of the delivery: the equipment is deemed to be in conformity when it leaves the warehouses of D.E. If delivery is made by a transport operator, the purchaser must inspect the equipment as soon as it is received. If any damage is noted, this must be indicated on the delivery slip and D.E. must be informed immediately. The purchaser is also obliged to notify the transport operator by recorded delivery within three days and send a copy to D.E.
- 3.6 Refusal of delivery: in the event of refusal of delivery of equipment in accordance with the order or non-delivery for which the purchaser is responsible, the latter shall be bound to pay D.E. compensation equivalent to 30% of the market price by way of a lump-sum indemnity irreducible on settlement (amicable or legal). However, this compensation may be higher than 30% if the damage really suffered by D.E. is greater than this amount.

### Article 4: PRICES

- 4.1 The selling prices of D.E. are exclusive of VAT at the rate in force on the day of consignment (with consignment note as proof).

### Article 5: TRANSPORT AND TAXES

5.1 Transport costs are chargeable to the purchaser; our conditions are therefore applicable when goods leave our warehouses in Brussels (ex-works). All taxes and customs or other charges, together with all transport insurance costs, are also payable by the purchaser.

### Article 6: CONNECTION OF EQUIPMENT

6.1 The prices indicated do not include connection costs or the cost of any modifications to existing installations which may be necessary for the proper functioning of the equipment; the latter shall be invoiced on a time and materials basis.

### Article 7: PAYMENTS

- 7.1 Invoices are payable in cash. The presentation of bills or commercial papers or the acceptance of partial payments does not constitute novation.
- 7.2 In the event of partial payments or payment by bills, non-payment on one of the due dates automatically makes the existing balance payable for all transactions in course between the same parties.
- 7.3 Any sum unpaid on its due date shall automatically bear interest in arrears and without prior notification at the rate of 1% per month.
- 7.4 Furthermore, in the event of non-payment on the due date the invoices shall automatically be increased by a lump-sum indemnity of 15% by way of contractual damages with a minimum of sixty-five (65) EUR, independently of interest in arrears, which also leads to immediate suspension of deliveries and any intervention by the after-sales service.
- 7.5 All bank charges and/or postal cheque service charges are payable by the purchaser.

### Article 8: RESERVATION OF TITLE

- 8.1 The equipment sold shall remain the property of D.E. until full payment is made.
- 8.2 The purchaser undertakes not to dispose of equipment until it has been paid for in full.
- 8.3 The purchaser is obliged to inform D.E. in the event of the seizure of equipment which is the property of D.E.
- 8.4 D.E. may at any time repossess equipment that has not been paid for.

### Article 9: DISPUTES

- 9.1 Any dispute concerning the sale must be notified to D.E. with duly substantiated reasons within eight days of delivery of the equipment.
- 9.2 The purchaser shall not be entitled to suspend payments due to belated, partial or allegedly defective deliveries, under penalty of application of the conditions set out under Article 7.
- 9.3 The purchaser may not claim any compensation by reason of loss of goods, the technical failure of equipment or a delay in receipt of spare parts not immediately available.

### Article 10: GUARANTEE AND LIABILITIES

Professional users:

- 10.1 Equipment is covered by a guarantee against manufacturing defects for a period of one year as from the date of the D.E. invoice (6 months for second-hand equipment). The guarantee covers labour, travel and the replacement of defective parts, excluding parts normally subject to wear such as seals, filters, lamps, glass panes, refrigerant gas, thermocouples, etc., defined as "consumables", together with interventions due to the formation of scale, incorrect utilisation, cleaning, electrical short-circuit, training, etc.
- 10.2 The guarantee for any "plug-in" equipment, i.e. single-phase electrical equipment (230V/1) having a volume of less than ½ m³ and a weight of less than 30 kg, does not include travel costs. The purchaser shall be bound to return the defective equipment to the address of D.E. and to collect it after the intervention.
- 10.3 This period may however be reduced should the guarantee granted to D.E. by its own manufacturer be for less than one year.
- 10.4 The guarantee on equipment is exclusively for the person or company indicated on the purchase invoice; in no circumstances may it be transferred to a third party. In the event of any travel or reinstallation of equipment, only D.E. is empowered to intervene, with any intervention on the said equipment by third parties without prior written authorisation from D.E. leading to loss of the guarantee cover.

Professional resellers:

- 10.5 Equipment is covered by a guarantee against manufacturing defects for a period of one year as from the date of the D.E. invoice (6 months for second-hand equipment). The guarantee covers only the replacement of defective parts, excluding parts normally subject to wear such as seals, filters, lamps, glass panes, refrigerant gas, thermocouples, etc., defined as "consumables", together with interventions due to the formation of scale, incorrect utilisation, cleaning, electrical short-circuit, training, etc.
- 10.6 This period may however be reduced should the guarantee granted to D.E. by its own manufacturer be for less than one year.
- 10.7 The spare parts replaced in accordance with the clauses of the guarantee must be returned (carriage paid) within 30 days (legitimate requirement by D.E. so that it can avail itself of the guarantee from its manufacturer), accompanied by the duly completed "TE99" document. After this period, they shall be systematically invoiced and payment shall become due.

### Article 11: AFTER-SALES SERVICE

- 11.1 Hourly rate: any technical intervention or intervention for maintenance, training, etc. shall be invoiced at the D.E. rate in effect. The first hour of the service shall always be chargeable and additional time shall be invoiced in periods of ½ hour.
- 11.2 Travel: travel costs shall be invoiced at the D.E. rate in effect. These shall always be chargeable even if the interventions do not allow the necessary repairs to be completed, regardless of the cause.
- 11.3 Spare parts: these shall be invoiced in accordance with the D.E. price list currently in effect.
- 11.4 Interventions: these shall take place on working days from Monday to Friday, 08.30 to 17.00. Any request for intervention outside these times and with the agreement of D.E. shall entail a lump-sum supplement of seventy-five (75) EUR, regardless of whether the intervention is carried out under guarantee or is chargeable.
- 11.5 Repair in the workshop: Repair of equipment in the workshop shall be invoiced at the D.E. rate in effect. The owner shall be bound to collect the repaired equipment as soon as he is informed by D.E. that it is ready. If this communication is not followed up by the owner, notification shall be sent by recorded delivery, allowing 30 days for collection to be made. Once this period has elapsed, D.E. shall be entitled not only to demand payment for the repair but also to dispose of the said equipment as it sees fit, with no possibility for the owner of claiming any compensation whatsoever for non-collection.

### Article 12: INTERPRETATION

12.1 In the event of a dispute arising concerning the interpretation of these general conditions of sale, the reference text shall be the French version.

### Article 13: LAW APPLICABLE AND COMPETENT COURTS

13.1 Any dispute shall be subject to Belgian law.  
The courts of Brussels shall be exclusively competent.

### Article 14: PARTICULAR CONDITIONS OF SALE

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